

ABBEY PYNFORD STANDARD PURCHASE ORDER TERMS AND CONDITIONS

DEFINITIONS

In these conditions 'The Company' shall mean the Abbey Pynford company who is stated on the front of the Purchase Order.

'The Supplier' shall mean such body, person, persons or company to whom the Purchase Order is addressed to.

TERMS AND CONDITIONS OF PURCHASE

1. These Terms and Conditions of purchase shall apply to all Purchase Orders for goods, services and works placed by 'The Company'.
 2. No goods, services or works are to be supplied except against The Company's official Purchase Order.
 3. The Purchase Order constitutes the entire agreement between parties relating to the items contained on the Purchase Order. The Purchase Order supersedes all prior negotiations, representations and understandings, whether written or oral, except that this Condition shall not exclude liability in respect of any fraudulent misrepresentation. For the avoidance of doubt the Suppliers Terms and Conditions shall be withdrawn in favour of these Terms and Conditions.
 4. The acceptance of a Purchase Order and /or the supply of goods, services and/or works by the Supplier shall be deemed to be conclusive evidence of the acceptance of these conditions by the Supplier.
 5. All goods, services and works shall conform in all respects with any particulars specified on the Purchase Order, requirements of any statutes, orders, regulations or by laws in force at the time of Purchase Order and as such are expressly incorporated into and form part of these conditions.
 6. All prices stated on the Purchase Order are for the supply of goods, services and or works to the 'Deliver to' site specified on the Purchase Order and are fully inclusive of all charges, except VAT at the prevailing rate where appropriate.
 7. Unless expressly agreed in writing otherwise in connection with the delivery or such goods, services and/or works, time shall be of the essence. Failure to deliver within the time specified on the Purchase Order shall entitle the Company (at their discretion) to release themselves from any obligation to accept and pay for the goods, services and/or works, and/or to cancel all or part of the order, in either case without prejudice to their other rights and remedies pursuant to the Purchase Order.
 8. If there is, or is likely to be, any delay in completing a Purchase Order the Supplier shall as soon as they become aware, give written notice to the Company giving the reasons for the actual delay or anticipated delay and details of revised delivery dates.
 9. Where notice of an actual delay or anticipated delay is received less than 48 hrs prior to the delivery date the Company shall be entitled to recover any additional monies incurred as a result.
 10. Where late notice is received the Company reserves the right to employ others to fulfil the outstanding items on the Purchase Order and shall be entitled to recover any additional monies incurred as a result.
 11. Delivery notes or Proof of Delivery must be supplied with every delivery. These must quote the Company's Purchase Order number and correct site address.
 12. Unless expressly agreed in writing otherwise, deliveries shall only be accepted Monday to Friday 8:00am - 5:00pm.
 13. It is the Suppliers responsibility to ensure that an authorised representative of the Company signs for all deliveries. However the signature itself does not constitute as acceptance of the quality or quantity of the goods, services and/or works delivered even where any delivery note states that any such signature signifies such.
 14. The Company reserves the right to reject inferior or defective goods/services and/or works. The Company shall notify the Supplier in writing, within a reasonable time, the reasons for such rejection and shall either:
 - a. Request the Supplier to remove such from site forthwith and request a refund from the Supplier.
 - b. Request a refund from the Supplier in respect of the goods and/or works concerned and agree to accept the inferior or damaged goods/works.
- No failure to make a complaint or reject the goods and/or works at the time of delivery shall constitute a waiver by the Company of any rights or remedies in respect of this. Rejected goods, services and/or work shall remain the property of the supplier, unless expressly accepted by the Company as inferior and in any event the Company shall be under no obligation to pay for such.
15. Title to the goods and/or works shall pass to the Company at the time of delivery, without prejudice to any of the rights or remedies of the Company pursuant to the Purchase Order.
 16. All goods and works supplied shall be of the best quality and shall be fit for their intended purpose. The Company has placed reliance upon the skills and judgement of the Supplier in the supply of their goods and performance of the Purchase Order.
 17. The Company shall not be liable for any damage sustained to goods whilst in transit. For the sake of clarity this shall remain the responsibility of the Supplier.
 18. Where a Purchase Order includes or is for the supply of services or the execution of works the Supplier shall provide or execute the same only by appropriately qualified persons acting with due skill, care and diligence. Works shall be completed in a good and workmanlike manner and strictly in accordance with any stated specifications, drawings and the like.
 19. No payments shall be made to the Supplier unless the Supplier is in receipt of an official Purchase Order.
 20. All invoices shall be accompanied by a signed delivery note and shall state the Purchase Order number.
 21. Subject to compliance by the Supplier of these Conditions and unless otherwise agreed, payment for the goods, services and/or works supplied shall be made within 60 days following receipt of an Invoice and signed delivery note and provided all is materially correct.
 22. The Supplier shall indemnify the Company against all claims, proceedings, actions, damages, costs, expenses or demands and any other liability or loss in respect to any death or personal injury, or loss of or damage to property, howsoever arising as a result of any act or omission of the Supplier and/or his servants and agents.
 23. The Supplier must maintain in force relevant insurance policies to cover potential liabilities under Clause 22 and must produce satisfactory evidence to the Company that such insurance policies with current premium receipts upon demand.
 24. Suppliers must comply with all the current Health and Safety Legislation. In addition to complying with all the relevant Health and Safety Legislation, the Supplier must comply with the Company's Health and Safety Policies and Procedures. Copies of such are available for inspection at the Company's Head Office with prior appointment.
 25. Where any access to the premises of delivery are required in connection to either delivery or installation, the Supplier and/or his servants and agents shall at all times comply with the security measures in place.
 26. If a Supplier is unable to fulfil a Purchase Order through bankruptcy, liquidation or receivership then the contract created by the Purchase Order shall be automatically determined and all monies outstanding shall no longer become payable.
 27. Upon determination of the Purchase Order the Company shall seek to recover from the Supplier any loss resulting from such.
 28. Whenever under the Purchase Order any monies are recoverable or payable by the Supplier (including any that the Supplier is liable to pay to the Purchaser in respect of any breach of Purchase Order), the Company may unilaterally deduct that sum from any sum then due or which at a later time become due to the Supplier under the Purchase Order or under any other contract the Supplier may have with any of the Abbey Pynford Companies.
 29. Any over payment by the Company to the Supplier shall be recoverable by the Company as a debt.
 30. This Contract shall not confer any rights on any body, person, persons or company who is not named.
 31. This contract shall be subject to the Law of England and Wales.